

Town of Warren
Warren Parks and Recreation Department
Summer Food Service Program

Warren Parks & Recreation Department, 514 Main Street, sponsors the Summer Food Service Program (SFSP) and is soliciting bids from food service vendors. SFSP provides meals to children attending summer activity programs in low-income neighborhoods. The program is intended to provide a nutritionally balanced meal to children who may be nutritionally deprived during the summer recess when the free and reduced-price lunch programs are not available. All meals served must meet the United States Department of Agriculture (USDA) pattern requirements and Warren Parks & Recreation established menus.

Bids are being solicited for service in the Warren area for approximately 60 meals to be served daily. The proposed operating days will run from June 22nd – August 19th. All contracts are subject to review by the RI State Board of Education. Bid packets are available in the Warren Town Clerks Office, between the hours of 9:00 am to 4:00 pm Monday through Friday, at 514 Main Street Warren RI 02885 or on the town Web site www.townofwarren-ri.gov.

A public bid opening will take place on Tuesday May 3, 2016 at 11:00 am, in the Office of the Warren Town Clerk, 514 Main Street Warren RI 02885.

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at the USDA office, or call (866)632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact the Town of Warren at 401-245-7340.

USDA is an equal opportunity provider and employer.

SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT

SECTION A

<p>This document contains an invitation to food service management companies to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the U.S. Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the Sponsor named below</p>		<p>Public reporting burden for this collection of information is estimated to average 39 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer. OIRM Room 404-W. Washington, D.C. 20250; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.</p>																						
SPONSOR		BID OPENING																						
SPONSOR AGREEMENT NUMBER:		BID ISSUE DATE:	BID NUMBER:																					
NAME: Warren Parks & Recreation Department (WPRD)		DATE:																						
ADDRESS: (Include City, State, Zip Code) 514 Main Street Warren RI 02885		TIME:																						
LOCATION:																								
TELEPHONE # 401-824-6189	CONTACT PERSON Tara K Thibaudeau	FIXED UNIT PRICE BIDS TO BE INSERTED BY THE BIDDER.																						
CONTACT DATES																								
COMMENCEMENT: April 20, 2016		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%; text-align: center;">Fixed Unit Price Bid Per Meal</th> <th style="width: 10%; text-align: center;">Sponsors Estimated \$ of Meals</th> <th style="width: 10%; text-align: center;">x</th> <th style="width: 10%; text-align: center;">60</th> <th style="width: 10%; text-align: center;">\$</th> <th style="width: 10%; text-align: center;">TOTALS</th> </tr> </thead> <tbody> <tr> <td>LUNCH</td> <td style="text-align: center;">\$ _____</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">\$ _____</td> </tr> <tr> <td colspan="6" style="text-align: right;">ESTIMATED TOTAL</td> <td style="text-align: center;">\$ _____</td> </tr> </tbody> </table>			Fixed Unit Price Bid Per Meal	Sponsors Estimated \$ of Meals	x	60	\$	TOTALS	LUNCH	\$ _____					\$ _____	ESTIMATED TOTAL						\$ _____
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LUNCH	\$ _____					\$ _____																		
ESTIMATED TOTAL						\$ _____																		
EXPIRATION: May 3, 2016		PROMPT PAYMENT DISCOUNT (To be inserted by the bidder)																						
BID BOND PERCENTAGE REQUIRED (Sponsor shall insert appropriate percentage from 5% to 10%)		<p>_____ % for payment within _____ days</p>																						
		<p>PERFORMANCE BOND PERCENTAGE REQUIRED (State agency shall insert appropriate percentage from 10% to 25%)</p> <p style="text-align: center;">10%</p>																						

BIDDER	
NAME	SIGNATURE (IN INK)
STREET ADDRESS (Include City, State, Zip Code)	NAME (Print or type)
	TITLE
TELEPHONE NUMBER:	DATE:

ACCEPTANCE

CONTRACT NUMBER:		SPONSOR NAME:	
SPONSOR SIGNATURE	TITLE:	DATE:	

FORM FNS-688 (2-94)

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CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

SECTION B

(A) By submission of this offer, the offeror certifies and in the case of joint offer, each party hereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restriction competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate in any action contrary to (A) (1) through (A) (3) above; or
- (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

SIGNATURE OF VENDOR'S AUTHORIZED REPRESENTATIVE	TITLE	DATE
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In accepting this offer, the WPRD certifies that the WPRD's officers, employees or agents have not taken any action which may have jeopardized the Independence of the offer referred to above.

SIGNATURE OF AUTHORIZED WARREN PARK & RECREATION REPRESENTATIVE

(Accepting a bidder's offer does not constitute acceptance of the contract.)

NOTE: Sponsor and bidder shall execute this Certificate of Independent Price Determination

INSTRUCTIONS TO BIDDERS

SECTION C

1. **Definitions**

As used herein:

- (a) Bid – the bidder's offer.
- (b) Bidder – a food service management company submitting a bid in response to this invitation for bid.
- (c) Contractor – a successful bidder who is awarded a contract by a Sponsor under the SFSP.
- (d) Food Service Management Company – any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the SFSP regulations. Food service management companies may be: (a) Public agencies or entities; (b) private, non-profit organizations; or (c) private, or profit companies.
- (e) Invitation for Bid (IFB) – the document where the procurement is advertised. In the case of this Program, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- (f) Sponsor – Warren Parks & Recreation Department (WPRD) which issues this IFB.
- (g) Unitized Meal – an individual proportioned meal consisting of combination of foods meeting the SFSP pattern requirements, delivered as a unit with or without milk or juice. The State agency may approve exceptions to the unitized meal such as separate hot and cold packs.

2. **Submission of Bids**

- (a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and

- (b) Bids must be executed and submitted in triplicate. If accepted, this IFB will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.

- (c) Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of such further Contractual documents and bonds as may be required by the did as accepted. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB and marked on the outside with the name of the bidder, bid number and date and time of opening.

- (d) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.

3. **Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uninformed bidders.

conditions of this IFB. Failure to do so will be at the bidder's risk.

SECTION C (cont'd)

4. Acknowledgement of Amendments to IFBs

The WPRD must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

5. Bidders Having interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

6. Time for Receiving Bids

Sealed bids shall be deposited at the Warren Town Clerks office 514 Main Street Warren RI 02885, no later than Friday May 6, 2016 at 11 am. Bids received prior to the time of opening will be securely kept, unopened.

7. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

8. Award of Contract

(a) The contract will be awarded to that responsible bidder whose bid is lowest and conforms to the specifications of the IFB.

(b) The WPRD reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

(c) The Sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

9. Bidder Registration

Bidders must be registered by the State in which the service is to be performed. Bids from bidders who are not registered as provided for in Section 225.6(g) of the regulations governing the SFSP will not be considered for award. The vendor shall attach a copy of the State's registration determination.

10. Late Bids, Modification of Bids or Withdrawal of Bids

(a) Any bid received after the exact time specified for receipt of bids will not be considered unless it is received before award is made, and it was sent by registered or certified mail not later than the fifth calendar day prior to the specified date (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).

(b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service).

(d) Notwithstanding the above, a late modification of an otherwise successful bid which

(d) Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

makes its terms more favorable to the Sponsor will be considered at any time it is received and may be accepted.

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SCOPE OF SERVICES

SECTION D

- A. USDA regulations 7 CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference.
- B. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof.
- D. Contractor shall furnish meals as ordered by the Sponsor during the period of June 22 to August 19, Meals are to be served 5 days a week, as specified in Schedule A.

UNIT PRICE SCHEDULE AND INSTRUCTIONS

SECTION E

1. Bidders are asked to submit prices in accordance with Schedule D for meals with milk meeting the contract specifications set forth in Schedule C and to be delivered to all of the sites stated in Schedule A. Please note that bidders must complete Schedule D meals for lunch covered by the IFB.

2. Evaluation of bids will be performed as follows: Determine the grand total bid for each bidder by totaling the bids for each meal type from Schedule D. Bidder's calculations will be checked prior to totaling.

3. Pricing shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the WPRD. Deviation from this menu cycle shall be permitted only upon authorization of the WPRD. Bid price must include the price of food components (including milk and/or juice), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).

The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the WPRD.

4. Average Daily number of Meals are estimated: They are the best know estimates for requirements during the operating period. The WPRD reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the 100% unit cost rate during the payment period specified. (The WPRD should indicate in Section F, #4, "Method of Payment," whether the payment period is to be weekly, or monthly)

WPRD does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office for each site serving meals provided by the contractor. However, if average meals delivered per day by type over the contract period fall below 90% of the applicable average daily estimate, adjustments will be made to the per unit price in accordance with schedule D.

5. Evaluation of Bidders: Each bidder will be evaluated on the following factors:

a. Evidence that bidder is registered by the State where the service is to be performed and is registered to deliver at least the number of meals estimated to be required under the contract.

b. Financial capability to perform a contract of the scope required.

c. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.

d. Previous experience of the bidder in performing services similar in nature and scope.

e. Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as non-responsive and not be considered for award.

6. Meal Orders Sponsors will order meals on Thursday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The WPRD reserves the right to increase or decrease the number of meals ordered on a 1.5 hour notice, or less if mutually agreed upon between the parties to this contract

7. Meal-Cycle Change Procedure: Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the WPRD shall be notified immediately so substitutions can be agreed upon. The WPRD reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

SECTION E (cont'd)

8. Noncompliance The WPRD reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The WPRD reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The WPRD or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

The SFSP regulations provide that statistical sampling methods may be used to disallow payment for meals which are not served in compliance with Program regulations. In the event that disallowances are made on the basis of statistical sampling, the WPRD and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

9. Specifications

1. Hot Meal Unit-Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic materials, and be capable of withstanding temperatures of 400 degrees (204 degrees C) or higher.

2. Cold Meal Unit (or Unnecessary to Heat)- Container and overlay to be plastic or paper and non-toxic.

3. Cartons – Each carton to be labeled. Label to include:

- a. Processor's name and address (plant).
- b. Item identity, meal type.
- c. Date of production.
- d. Quantity of individual units per carton.

4. Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten:

ice

b.. Food Preparation:

Meals shall be prepared in accordance with State and local health standards.

c. Food Specifications:

Bids are to be submitted on the menu cycle included in Schedule B; and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this contract.

All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products, shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as "...pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim milk or cultured buttermilk which meet State and local standards for such milk... All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

GENERAL CONDITIONS

SECTION F

1. Delivery Requirements

A. Delivery will be made by the contractor to Burr's Hill Park Water Street Warren RI 02885 or Mary V Quirk School 790 Main Street Warren RI 02885 in cases of rain. WPRD will confirm location when the daily order is called in to the vendor

B. Meals are to be delivered daily, unloaded, and placed in the designated location by the contractor's personnel at each of the sites and times listed in Schedule A.

C. The contractor shall be responsible for delivery of all meals and/or dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.

D. The WPRD reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under section 225.6(dX2) of the SFSP regulations). The WPRD shall notify the contractor by providing an amendment to Schedule A, of all sites which are approved, cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within 1.5 hours or less.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging, in addition to the quality of products.

3. Recordkeeping

A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the WPRD. Delivery tickets must be itemized to show the number of meals of each type delivered to each site.

Designees of the WPRD at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the WPRD only if signed by WPRD designee at the site.

B. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.

C. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the S WPRD's final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoices to the WPRD bi-weekly in compliance with Section 225.6(hX2Xiv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The WPRD shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unit price shown for the range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the WPRD.

The contractor shall be paid by the WPRD for all meals delivered in accordance with this contract and SFSP regulations. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the WPRD that are eligible for reimbursement.

SECTION F (cont'd)

5. Inspection of Facility

A. The WPRD, the State agency and USDA reserve the right to inspect the contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

B. The contractor's facilities shall be subject to periodic inspections by State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.

C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Performance Bond Requirement

The successful bidder shall provide the WPRD with a performance bond in the amount of 0% of the contract price. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

The bond shall be furnished not later than ten days following award of the contract.

7. Insurance

State agencies will furnish sponsors their state insurance requirements to insert herein.

8. Availability of Funds

The WPRD reserves the right to cancel this contract if the Federal funding to support the SFSP is

withdrawn. It is further understood that, in the event of cancellation of the contract, the WPRD shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

9. Number of Meals and Delivery Times

The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the WPRD at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

10. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the WPRD by telephone of the following: (1) the impossibility of on-time delivery; (2) the circumstances(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than a 1/2 hour after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the WPRD. The WPRD may cancel orders provided it gives the contractor at least 2 hours' notice or less if mutually agreed upon between the parties to this contract.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or WPRD's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and WPRD.

11. Termination

A. The WPRD reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The WPRD shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing.

The WPRD shall have the right, upon such written notice, to immediately terminate the contract and the contractor or surety company, if applicable, shall be

SECTION F (cont'd)

Liable for any damages incurred by the WPRD. Prior to termination, the WPRD shall contact the State agency or regional office concerning procedures for conduction a re-procurement action.

B. The WPRD may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the WPRD that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the WPRD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the WPRD makes such findings shall be in issue and may be reviewed in any competent court.

C. In the event this contract is terminated as provided in paragraph (b) hereof, the WPRD shall be entitled (I) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (II) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.

D. The right and remedies of the WPRD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. Subcontractors and Assignments

The contractor shall not subcontract for this total meal or for the assembly of the meal; and shall not assign, without the advance written consent of the WPRD, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the WPRD as principal for the performance of all obligations under this contract.

GENERAL PROVISIONS

SECTION G

Equal Opportunity

“The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments.”

Clean Air and Water

If this contract is in excess of \$100,000, the Sponsor and FSMC shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (page 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. Be signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHEDULE B

SAMPLE COLD LUNCH MENUS Summer Food Service Program

Day 1: Cold Sausage Pizza Sausage - 1 ounce Fresh Grapes - ¼ cup Mozzarella Cheese - 1 ounce Lettuce Salad - ½ cup Crust - 1½ ounces minimum French Dressing Packet - 1 tablespoon Milk - 8 ounces*

Day 2: Turkey Club Sandwich American Cheese - ½ ounce Whole Nectarine (2½" diameter) - ½ cup Sliced Turkey - 1½ ounces Frozen 100 percent Apple Juice With spoon - ½ cup Lettuce Leaf and Tomato Slice** Salad Dressing Packet - 1 tablespoon Hamburger Bun Milk - 8 ounces*

Day 3: Snackin' Cheese and Breadsticks Mozzarella Cheese Sticks - 2 ounces Peach Slices - ¼ cup Soft Breadsticks 2 large - 1½ ounces Lettuce Salad - ½ cup Meatless Spaghetti Sauce - ½ cup French Dressing Packet - 1 tablespoon Milk - 8 ounces*

Day 4: Ham Loaf Sandwich Chopped Ham Loaf - 2 ounces Whole Apple (2½" diameter) - ½ cup Enriched Wheat Bread - 1 slice Fresh Broccoli Florets - ½ cup Enriched White Bread - 1 slice Ranch Dressing Packet - 1 tablespoon Mustard and Salad Dressing Packets Milk - 8 ounces*

Day 5: Ham and Turkey on a Roll Shaved Ham - 1 ounce Whole Orange, Cut (2½" diameter) - ½ cup Shaved Turkey - 1 ounce Cole Slaw / Sweet and Sour Dressing - ¼ cup Italian Bun - 1½ ounces minimum Mustard and Salad Dressing Packets Milk - 8 ounces*

Day 6: Salami Pita Supreme Salami - 1 ounce Pineapple Chunks With Coconut - ¼ cup American Cheese - 1 ounce Whole Medium Banana - ½ cup Lettuce Leaf and Tomato Slice** Mustard and Salad Dressing Packets Pita - .9 ounce minimum Milk - 8 ounces*

Day 7: Cold Pepperoni Pizza Pepperoni - ½ ounce Mixed Fruit - ¼ cup Mozzarella Cheese - 1½ ounces Lettuce Salad - ½ cup Crust - 1½ ounces minimum French Dressing Packet - 1 tablespoon Milk - 8 ounces*

Day 8: Mini Submarine Sandwich American Cheese - ½ ounce Raisin Packet - ¼ cup Bologna - 1 ounce Ruby Red Applesauce - ½ cup Turkey - ½ ounce Mustard and Salad Dressing Packets Lettuce Leaf and Tomato Slice** Milk - 8 ounces* Oval Roll - 1½ ounces minimum

Day 9: Spiced Luncheon Meat Spiced Luncheon Meat - 1½ ounces 100% Pineapple/Orange Juice - ½ cup American Cheese - ½ ounce Whole Medium Banana - ½ cup Enriched Bread - 2 slices Milk - 8 ounces* Mustard Packet

Day 10: Peanut Butter Sandwich Peanut Butter - 2 tablespoons Celery and Carrot Sticks - ¼ cup Grape Jelly - 1 tablespoon Pear Halves - ½ cup Enriched Bread - 2 slices Milk - 8 ounces* Cheese Stick - 1 ounce

Day 11: Chef Salad Sliced Ham - ½ ounce Lettuce - 1 cup Sliced Turkey - ½ ounce Tomato - ¼ cup Shredded Cheese - ½ ounce Low Fat Ranch Dressing Packet - 2 tablespoons Boiled Egg - ½ egg Corn Chips - .9 ounce minimum Milk - 8 ounces*

*Choice of 1% chocolate or 2% white.

**Does not go towards meeting the vegetable/fruit component and MUST be packed separately from the sandwich.

All appropriate condiments, napkins, utensils, and straws must be provided.

SCHEDULE C

SUMMER FOOD SERVICE PROGRAM USDA REQUIRED MEAL PATTERNS

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each child. Except as otherwise provided in Section 225.16 (b) of the SFSP regulations, the following table presents the minimum requirements for meals served to children in the Program.

LUNCH OR SUPPER

Milk

Fluid Milk	1 cup (1/2 pint)
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Meat and Meat Alternates

Lean meat or poultry or fish or	2 ounces (edible portion as served)
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Meat Alternates:

cheese or	2 ounces
egg or	1 large
cooked dry beans or peas	1/2 cup
peanut butter or other nut or	
seed butters or	4 tablespoons
nuts and/or seeds	1 ounce=50%*
(or an equivalent quantity of any combination of meat or meat alternates)	

Vegetables and Fruits

Vegetables and/or fruits (2 or more selections for a total of 3/4 cup)or	3/4 cup
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full-strength vegetable or fruit juice (or an equivalent quantity of any combination of vegetables, fruits, and juice)	3/4 cup
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Juice may not be counted to meet more than
1/2 of this requirement.

Bread and Bread Alternates

Bread (whole-grain or enriched) or	1 slice
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Bread Alternates (whole grain or enriched):	
cornbread, biscuits, rolls muffins, etc. or	1 serving
cooked pasta or noodle products or	1/2 cup
cooked cereal grains, such as rice,	
corn grits, or bulgur	1/2 cup

(Or an equivalent quantity of a combination of
bread or bread alternates)

SCHEDULE C continued

*No more than one-half of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement.

NOTE: The serving sizes of food specified in the meal patterns are minimum amounts. If the administering agency approves the sponsor to serve smaller portion sizes to children under 6 years, the sponsor must meet the meal patterns specified in the Child Care Food Program (CCFP) regulations. You can obtain copies of these regulations from your State agency. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the Summer Food Service Program regulations. Remember that you do not receive reimbursement for meals that do not meet the minimum program requirements.

UNIT PRICE SCHEDULE**INSTRUCTIONS:**

VENDOR: Complete Items (d) and (e)
for each Meal Type.

SPONSOR: Complete Items (a) – (c)
for each Meal Type.

(a) Meal Type	(b) Average 1 Daily Meals	(c) Total 2 Number Meals	(d) Unit Cost 3	(e) Total 4
BREAKFAST			\$	\$
A.M. SUPPLEMENT			\$	\$
LUNCH			\$	\$
P.M. SUPPLEMENT			\$	\$
TOTAL 5				\$

ADJUSTMENTS

If the Average daily meals billed is less than the average daily meals needed (per Item (b) above) a one time adjustment to the unit price will be made as follows:

AVERAGE DAILY MEALS BILLED
÷ AVERAGE DAILY MEALS NEEDED

MULTIPLY “UNIT COST”
(d) BY THIS AMOUNT

81 – 90%	1.05
71 – 80%	1.10
61 – 70%	1.15
51 – 60%	1.20
50% Or Below	1.30

EXAMPLE: If the average daily meals billed – by the “average daily meals needed” (Item b above) = .82 or 82%, multiple the “unit cost” (Item d above) by 1.05.

The contractor will invoice the sponsor at the 100% unit cost indicated above bi-weekly. To determine if an additional cost per meal is due the vendor, complete the following calculation. Divide the total number of meals billed by type (lunch, breakfast or supplement) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher “adjustment” will be reflected in the final statement from the vendor.

1. Obtained from Columns (3) and (6), Schedule A, by dividing total meals for each specific meal type by the greatest number of days operated by a site in Column (3).
2. Obtained from Schedule A by totaling Column (6) for each specific meal type.
3. Unit cost specified is that cost based on 100% Average Meal Needed Per Day.
4. Total Number of Meals x (d) Unit Cost = (e) Total.
5. Sum total of Column (e)